

I Jim Butte representative and agent  
for Mineral Mining Co. do hereby assume, accept  
and take full responsibilities for mining, ore  
transport and any related liabilities (ie, redominant  
M.S.H.A. compliance, etc.) at the Seven Mile mine  
and its associated claims. By doing so I fully  
acknowledge that Minerals Recovery Corp. and/or Illinois  
Bench General Partners Inc. do not have any  
responsibilities or liabilities associated with the  
mining, ore transport and any related activities  
at the Seven Mile Mine as of March 1, 1983.

Signed by: Jim Butte  
date: 4-25-83

witnessed by: Dean Stuckey  
date: 4/25/83

CONFIDENTIAL



February 14, 1983

John Bible  
Power Oil Company  
1502 Esperson Building  
Houston, Texas 77002

Dianna D. Evans  
Minerals Recovery Corporation  
575 Union Blvd., Suite 304  
Lakewood, Colorado 80228

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CERTIFIED MAIL

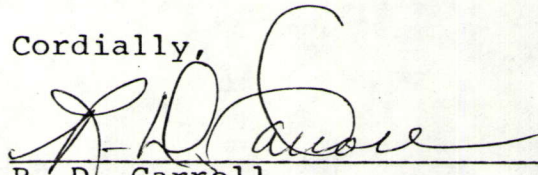
Re: Seven Mile Claims

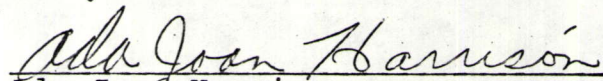
Dear Mr. Bible and Mrs. Evans:

Reference is made to that letter from Mrs. Evans to Mr. Bible, a copy of which was sent to R. D. Carroll and Ada Joan Harrison, in which the Seven Mile Claims covered by a Purchase Agreement dated January 22, 1976, between Power Oil Company and Carroll and Harrison, were offered to Carroll and Harrison for reassignment.

Please be advised that the undersigned desire to have the claims reassigned to the, subject to the Purchase Agreement.

Cordially,

  
R. D. Carroll

  
Ada Joan Harrison



ANDERSON & ANDERSON  
ATTORNEYS AT LAW  
79 EAST FIRST SOUTH  
P.O. BOX 275  
MONTICELLO, UTAH 84535

TELEPHONE  
(801) 587-2222

May 12, 1983

HOLLAND & HART

CONFIDENTIAL

MAY 16 1983

Jeanine Feriancek  
Attorney at Law  
Holland & Hart  
P. O. Box 8749  
Denver, CO 80201

Re: Seven Mile Claims

Dear Ms. Feriancek:

I acknowledge receipt of your letter of May 9, 1983. You are correct that Minerals Mining Co. has begun mining on the claims under a lease from R. D. Carroll and Ada Joan Harrison. Minerals Mining agreed to obtain all necessary authorization from the State of Utah before commencing mining operations. As far as my clients know, this has been done. We certainly have no objection to notifying the State of Utah that Dolores Bench has ceased mining and Minerals Mining has commenced mining. If you would provide me with the documents showing the exempt status of mining by Dolores Bench, I will recommend to my clients that they assume responsibility for the claims.

The main objection of my clients to the reassignment form submitted by MRC was that it purported to relieve MRC and its assignors from all liabilities under the Purchase Agreement or the assignment thereof. Mr. Carroll and Mrs. Harrison continue to assert that GEUMCO owes them \$77,500.00 under the terms of their assignment. This claim they will not waive. I assume from your letter that your clients have abandoned their position that waiver of that claim is a prerequisite to obtaining a reassignment.

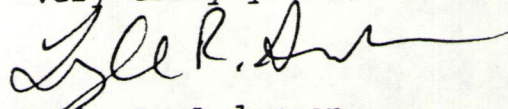
It is our position that the written reassignment is actually nothing more than a confirmation of a reassignment that was effective within ten days after notice of surrender was sent by MRC to my clients. Minerals Mining will therefore continue to mine under our lease. You must be aware that the window of time during which Mr. Carroll and Mrs. Harrison can conduct mining without making further payments to Power Oil Company is very short, and they cannot afford to delay that mining while waiting for agreement on the form of a reassignment instrument.



2  
Line Feriancek  
y 12, 1983

I think we can quite quickly agree on the issue of responsibility with the State of Utah. If you would submit a reassignment with language whereby Mr. Carroll and Mrs. Harrison agree to accept responsibility as successor operators, but omitting any language relieving Dolores Bench of debts, liabilities or obligations under the Purchase Agreement or assignment thereof, I think I can get my clients to approve it.

Very truly yours,



Lyle R. Anderson

LRA:ca

cc: R. D. Carroll  
Ada Joan Harrison

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RELEASE

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This Release, executed on December 27th 1983, by R. D. Carroll and Vee L. Carroll, husband and wife, Colorado residents, and Ada Joan Harrison, a Utah resident (together referred to as "Harrison and Carroll"), is intended to effectuate the extinguishment of obligations as hereafter designated.

Disputes and differences have arisen between Harrison and Carroll and General Electric Company, General Electric Uranium Management Corporation, Dolores Bench Limited Partnership and Minerals Recovery Corporation with regard to whether payments were due and owing to Harrison and Carroll pursuant to a certain Agreement Pertaining to the Assignment of the Seven Mile Claims dated January 22, 1976, as amended, which concerns unpatented mining claims in Grand County, Utah. That Agreement has now terminated, and Harrison and Carroll have agreed to execute this Release in full compromise and settlement of such disputes and differences.

In consideration of the payment by Dolores Bench Limited Partnership and General Electric Company to Harrison and Carroll of the sum of ~~nine thousand dollars~~ (\$9,000), the receipt of which is acknowledged by Harrison and Carroll, Harrison and Carroll hereby relinquish all their legal rights with respect to the above-mentioned disputes and



differences, and expressly release General Electric Company, General Electric Uranium Management Corporation, Dolores Bench Limited Partnership, Minerals Recovery Corporation, and their respective successors, assigns and corporate affiliates, from all liability for claims and demands arising out of the above-described Agreement Pertaining to the Assignment of the Seven Mile Claims dated January 22, 1976, as amended.

IN WITNESS WHEREOF, Harrison and Carroll have executed this Release at MOAB, Utah on the day and year first above written.

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R. D. CARROLL

[Signature]

VEE L. CARROLL

Ada Joan Harrison

ADA JOAN HARRISON

[Signature]



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AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT is made and entered into by and between DOLORES BENCH LIMITED PARTNERSHIP, a limited partnership formed under the Wisconsin Limited Partnership Act ("Dolores Bench"), and R. D. CARROLL and ADA JOAN HARRISON ("Assignees").

WHEREAS, on January 22, 1976, Power Oil Company ("Power") and Assignees entered into a Purchase Agreement providing for Assignees' purchase of certain unpatented mining claims located in Grand County, Utah, which claims are listed on Exhibit A (the "Seven Mile Claims");

WHEREAS, following a succession of assignments, Dolores Bench succeeded to the interest of Assignees in said Purchase Agreement, as amended, by Assignment dated July 22, 1981.

WHEREAS, Dolores Bench desires to terminate and assign all of its rights and obligations under the Purchase Agreement and in the Seven Mile Claims, and Assignees desire



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as amended, and under any other agreements and assignments pertaining to the Seven Mile Claims, and will discharge Dolores Bench of all such obligations accruing on and after the effective date of this Assignment. Assignees also agree that they or their agents will assume responsibility and liability, as successor operator, for all necessary permits and reclamation concerning mining activities conducted on the Seven Mile Claims on or after the effective date of this Assignment.

This Assignment is made without warranties, either express or implied.

SIGNED this 15 day of June, 1983,  
but effective as of the 28th day of February, 1983.

ATTEST:

R. H. Kuntz

DOLORES BENCH LIMITED PARTNER-  
SHIP, a Wisconsin Limited Part-  
nership

By: Dolores Bench General  
Partner, Inc., General Partner

By: E. R. Mathews  
E. R. Mathews  
Vice President



My commission expires: March 24, 1985.

Witness my hand and official seal.

Sharon M. Fox  
Notary Public

2831 Timber Ln  
Woods Bay, Wyo 84313  
Address

STATE OF UTAH )  
COUNTY OF SAN JUAN ) ss.

On the 1st day of June, 1983, personally appeared before me R. D. Carroll, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires: March 26, 1985.

Witness my hand and official seal.

Lyle L. Anderson  
Notary Public  
Monticello, Utah  
Address

STATE OF UTAH )  
COUNTY OF SAN JUAN ) ss.



## Exhibit A

## SEVEN MILE, Grand County, Utah

<u>Name of Claim</u>	<u>Location Notice:</u>		<u>BLM Number</u>
	<u>Book</u>	<u>Page</u>	
South Fork 39	199	140	UMC 120438
South Fork 40	309	392	120439
South Fork 41	199	141	120440
South Fork 42	199	143	120441
South Fork 43	303	17	120442
South Fork 44	303	18	120443
South Fork 45	303	19	120444
South Fork 46	303	20	120445
South Fork 47	303	21	120446
Star 4	297	441	120447
Star 5	297	442	120448
Shinrump 1	297	443	120449
Shinrump 1B	297	444	120450
Shinrump 2	297	445	120451
Shinrump 2A	297	446	120452
Shinrump 2B	297	447	120453
Azurite 1	297	388	120325
Azurite 1A	297	389	120326
Big Cut 1	302	590	120327
Big Cut 1A	302	591	120328
Big Cut 2	302	592	120329
Big Cut 3	302	593	120330
Big Cut 4	302	594	120331
Big Cut 5	302	595	120332
Big Cut 6	165	151	120333
Big Cut 7	165	152	120334
Copper 1	297	390	120335
Copper 1A	297	391	120336
Copper 1 B	297	392	120337



## SEVEN MILE (cont.)

<u>Name of Claim</u>	<u>Location Notice:</u>		<u>BLM Number</u>
	<u>Book</u>	<u>Page</u>	
Green Dragon	297	422	UMC 120367
Green Dragon 1	297	423	120368
Green Dragon 2	155	215	120369
Lyon 1	297	424	120370
Lyon 1A	297	425	120371
Lyon 1B	297	426	120372
Moe 1	297	427	120373
Moe 2	297	428	120374
Protection 1	297	429	120375
Protection 2	297	430	120376
Protection 3	297	431	120377
Protection 4	297	432	120378
Protection 5	297	433	120379
Protection Fraction 1	163	148	120380
Protection Fraction 2	163	149	120381
Power 1	297	434	120382
Power 2	297	435	120383
Power 3	297	436	120384
Power 4	297	437	120385
Power 5	297	438	120386
Power 6	297	439	120387
Seven Mile 1	14	272	120388
Seven Mile 2	14	273	120389
Seven Mile 3	14	274	120390
Seven Mile 4	297	440	120391
Seven Mile 5	14	275	120392
Seven Mile 6	14	276	120393
Seven Mile 7	14	277	120394
Seven Mile 8	14	278	120395
Seven Mile 9	14	279	120396
Seven Mile 10	14	280	120397
Seven Mile 11	14	281	120398
Seven Mile 12	14	282	120399
South Fork 1	14	264	120400



SEVEN MILE, (cont)

<u>Name of Claim</u>	<u>Location Notice:</u>		<u>BLM Number</u>
	<u>Book</u>	<u>Page</u>	
South Fork 31	303	13	UMC 120430
South Fork 32	303	14	120431
South Fork 33	303	15	120432
South Fork 34	303	16	120433
South Fork 35	185	407	120434
South Fork 36	185	408	120435
South Fork 37	185	409	120436
South Fork 38	185	410	120437



2247

AFFIDAVIT OF ASSESSMENT WORK  
AND PROOF OF PERFORMANCE OF LABOR ON  
UNPATENTED MINING CLAIMS

Entry No. 404845 A.M.  
Recorded 8-15-84 1042  
Pl. 364 Pg. 148 Fee 718  
Lily Mae Woodrider  
J. M. McTear  
Recorder of Grand County 79

STATE OF TEXAS )  
COUNTY OF HARRIS )

JOHN L. BIBLE, being duly sworn on oath, deposes and says that:

1. POWER OIL COMPANY, a corporation organized and existing under the laws of the State of WEST VIRGINIA and duly qualified to do business in the State of UTAH hereinafter referred to as "Power" is the owner of the unpatented mining claims situated in the County of GRAND, State of UTAH, Located in Section 2,3,4,9-14, Township 25S, Range 20E of the Salt Lake Principal and by this reference made a part hereof for all purposes if set forth at length herein. Said claims are hereinafter referred to as "the claims."

2. The claims have been duly located under the laws of the United States, and of the State of UTAH, and this Affidavit is made in conformity with those laws, and the applicable rules and regulations, and filed for record with the Clerk of the county in which the claims are located as authorized by the UTAH STATE CODE ANNOTATED § 40-5-1 as amended.

3. POWER OIL COMPANY has caused to be done and performed for the benefit of the claims the assessment work, and improvements, required by the law, for the benefit of the claims, for the assessment year beginning at noon of September 1, 1983 and ending at noon on September 1, 1984.

4. More than 30 days of work was done for the benefit of the claims.

5. The character and type of work done and improvements made included mining and other work authorized by law, and was completed at an actual cost of at least One Hundred Dollars (\$100.00) for each of the claims.

6. The labor was performed and the improvements made between the 1st day of September 1983 and the 24th day of May, 1984.

7. The work was performed by employees, contractors and agents of R. D. Carroll and Joan Harrison, Lessees of said claims.

8. When work was done for a group of claims at one point, a notice was posted upon each claim at the discovery monument stating where such work was being done, and also a notice was posted at the entrance of the workings where such work was done as required by UTAH STATE CODE ANNOTATED § 40-5-1.

9. The affiant is a person cognizant of the facts herein stated and is an authorized agent of POWER OIL COMPANY.

10. EXHIBIT "A" attached hereto becomes a part of this Affidavit.

POWER OIL COMPANY

BY: John L. Bible

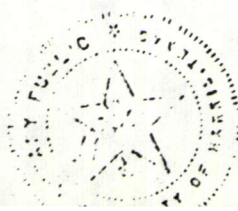
John L. Bible, Vice-President

STATE OF TEXAS )  
COUNTY OF HARRIS )

On the 8th day of August, 1984, personally appeared before me JOHN L. BIBLE, who being by me duly sworn did say that he is the agent of POWER OIL COMPANY, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said JOHN L. BIBLE acknowledged to me that said corporation executed the same.

Given under my hand and seal of office, this 8th day of August, 1984.

Mettie M. Edwards METTIE M. EDWARDS  
NOTARY PUBLIC IN AND FOR THE STATE OF TE  
Residing In: Houston, Texas  
My Commission expires 8-15-1984





## EXHIBIT "A"

NAME OF CLAIM	DATE O LOCATION	RECORDED	BOOK	PAGE	AMF BOOK	D GE	BLM NUMBER
Copper King 1	3/23/48	4/06/48	9J	152	297	407	120352
Copper King 1A	6/16/49	6/16/49	9J	261	297	408	120353
Copper King 1B	6/16/49	6/16/49			297	409	120354
Copper King 2	3/23/48	4/06/48	9J	153	297	410	120355
Copper King 2A	3/23/48	4/06/48	9J	153	297	411	120356
Copper King 2B	3/23/48	4/06/48	9J	153	297	412	120357
Copper King 3	3/23/48	4/06/48	9J	153	297	413	120358
Copper King 4	3/26/48	4/06/48	9J	153	297	414	120359
Copper King 5	6/15/49	6/16/49	9J	261	297	415	120360
Copper King 6	1/16/67	2/14/67	141	443	297	416	120361
Copper King 7	1/16/67	2/14/67	141	444	297	417	120362
Copper King 8	1/16/67	2/14/67	141	446	297	418	120363
Copper King 9	1/16/67	2/14/67	141	445	297	419	120364
Copper King 10	1/16/67	2/14/67	141	447	297	420	120365
Copper King 11	1/16/67	2/14/67	141	448	297	421	120366
Copper 1	3/11/48	4/06/48	9J	153	297	390	120335
Copper 1A	3/11/48	4/06/48	9J	153	297	391	120336
Copper 1B	3/11/48	4/06/48	9J	153	297	392	120337
Copper 2	3/11/48	4/06/48	9J	154	297	393	120338
Copper 2A	3/11/48	4/06/48	9J	154	297	394	120339
Copper 2B	3/11/48	4/06/48	9J	154	297	395	120340
Copper 3	3/11/48	4/06/48	9J	154	297	396	120341
Copper 3A	3/11/48	4/06/48	9J	154	297	397	120342
Copper 3B	3/11/48	4/06/48	9J	154	297	398	120343
Copper 3C	3/11/48	4/06/48			297	399	120344
Copper 4	3/11/48	4/06/48	9J	154	297	400	120345
Copper 4A	3/11/48	4/06/48	9J	154	297	401	120346
Copper 5	3/21/48	4/06/48	9J	154	297	402	120347
Copper 6	3/21/48	4/06/48	9J	155	297	403	120348
Copper 7	3/21/48	4/06/48	9J	155	297	404	120349
Copper 21	3/01/67	3/29/67	143	513	297	405	120350
Copper 22	6/10/68	7/10/68	165	157	297	406	120351
Lyon 1	3/01/67	3/29/67	143	514	297	424	120370
Lyon 1A	6/10/68	7/10/68	165	154	297	425	120371
Lyon 1B	6/10/68	7/10/68	165	155	297	426	120372
Green Dragon	3/26/48	4/06/48	9J	155	297	422	120367
Green Dragon 1	12/14/67	1/12/68	155	214	297	423	120368
Green Dragon 2	12/14/67	1/12/68	155	215			120369
Star 4	1/16/67	2/14/67	141	455	297	441	120447
Star 5	1/16/67	3/29/67	143	509	297	449	120448
Protection 1	4/12/67	4/14/67	144	19	297	429	120375
Protection 2	4/12/67	4/14/67	144	20	297	430	120376
Protection 3	4/12/67	4/14/67	144	21	297	431	120377
Protection 4	4/12/67	4/14/67	144	22	297	432	120378
Protection 5	4/12/67	4/14/67	144	23	297	433	120379
Protection Fraction 1	5/01/68	5/22/68	163	148			120380
Protection Fraction 2	5/01/68	5/22/68	163	149			120381
Big Cut 1	6/10/68	7/10/68	165	146	302	591	120327
Big Cut 1A	6/10/68	7/10/68	165	145	302	590	120328
Big Cut 2	6/10/68	7/10/68	165	147	302	592	120329
Big Cut 3	6/10/68	7/10/68	165	148	302	593	120330
Big Cut 4	6/10/68	7/10/68	165	149	302	594	120331
Big Cut 5	6/10/68	7/10/68	165	150	302	595	120332
Big Cut 6	6/10/68	7/10/68	165	151			120333
Big Cut 7	6/10/68	7/10/68	165	152			120334
7 Mile 1	7/07/51	7/23/51	9K	142	14	272	120388
7 Mile 2	7/07/51	7/23/51	9K	142	14	273	120389
7 Mile 3	7/07/51	7/23/51	9K	143	14	274	120390
7 Mile 4					297	440	120391
7 Mile 5	3/23/52	3/24/52	9L	337	14	275	120392
7 Mile 6	3/23/52	3/24/52	9L	338	14	276	120393
7 Mile 7	3/23/52	3/24/52	9L	339	14	277	120394
7 Mile 8	3/23/52	3/24/52	9L	340	14	278	120395
7 Mile 9	3/23/52	3/24/52	9L	341	14	279	120396
7 Mile 10	3/23/52	3/24/52	9L	342	14	280	120397
7 Mile 11	3/23/52	3/24/52	9L	343	14	281	120398
7 Mile 12	3/23/52	3/24/52	9L	344	14	282	120399



	DATE OF LOCATION	RECORDED	BOOK	PAGE	AMENDED BOOK	PAGE	UMC BLM NUMBER
South Fork 1	6/24/51	6/23/51	9K	143	14	264	120400
South Fork 2	7/07/51	7/23/51	9K	143	14	265	120401
South Fork 3	7/07/51	7/23/51	9K	143	14	266	120402
South Fork 4	7/07/51	7/23/51	9K	144	14	267	120403
South Fork 5	7/07/51	7/23/51	9K	144	14	268	120404
South Fork 6	7/07/51	7/23/51	9K	144	14	269	120405
South Fork 7	7/07/51	7/23/51	9K	144	14	270	120406
South Fork 8	7/07/51	7/23/51	9K	145	14	271	120407
South Fork 9	1/16/67	2/14/67	141	449			120408
South Fork 10	1/16/67	2/14/67	141	450			120409
South Fork 11	1/16/67	2/14/67	141	451			120410
South Fork 12	7/26/70	8/05/70	185	384			120411
South Fork 13	7/26/70	8/05/70	185	385			120412
South Fork 14	7/26/70	8/05/70	185	386	302	596	120413
South Fork 15	7/26/70	8/05/70	185	387	302	597	120414
South Fork 16	7/26/70	8/05/70	185	388	302	598	120415
South Fork 17	7/26/70	8/05/70	185	389	302	599	120416
South Fork 18	7/26/70	8/05/70	185	390	302	600	120417
South Fork 19	7/26/70	8/05/70	185	391	303	1	120418
South Fork 20	7/26/70	8/05/70	185	392	303	2	120419
South Fork 21	7/26/70	8/05/70	185	393	303	3	120420
South Fork 22	7/26/70	8/05/70	185	394	303	4	120421
South Fork 23	7/26/70	8/05/70	185	395	303	5	120422
South Fork 24	7/27/70	8/05/70	185	396	303	6	120423
South Fork 25	7/27/70	8/05/70	185	397	303	7	120424
South Fork 26	7/27/70	8/05/70	185	398	303	8	120425
South Fork 27	7/27/70	8/05/70	185	399	303	9	120426
South Fork 28	7/27/70	8/05/70	185	400	303	10	120427
South Fork 29	7/27/70	8/05/70	185	401	303	11	120428
South Fork 30	7/27/70	8/05/70	185	402	303	12	120429
South Fork 31	7/27/70	8/05/70	185	403	303	13	120430
South Fork 32	7/27/70	8/05/70	185	404	303	14	120431
South Fork 33	7/27/70	8/05/70	185	405	303	15	120432
South Fork 34	7/27/70	8/05/70	185	406	303	16	120433
South Fork 35	7/28/70	8/05/70	185	407			120434
South Fork 36	7/27/70	8/05/70	185	408			120435
South Fork 37	7/28/70	8/05/70	185	409			120436
South Fork 38	7/27/70	8/05/70	185	410			120437
South Fork 39	9/02/72	9/21/72	199	140			120438
South Fork 40	9/02/72	9/21/72	199	141	309	392	120439
South Fork 41	9/02/72	9/21/72	199	142			120440
South Fork 42	9/02/72	9/21/72	199	143			120441
South Fork 43	9/02/72	9/21/72	199	144	303	17	120442
South Fork 44	9/02/72	9/21/72	199	145	303	18	120443
South Fork 45	9/02/72	9/21/72	199	146	303	19	120444
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Power 4	6/14/68	7/10/68	165	141	297	437	120385
Power 5	6/14/68	7/10/68	165	142	297	438	120386
Power 6	6/14/68	7/10/68	165	143	297	439	120387
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Shinarump 1	2/06/48	2/18/48	9J	140	297	443	120449
Shinarump 1B	2/08/48	2/14/48	9J	141	297	444	120450
Shinarump 2	2/06/48	2/18/48	9J	141	297	445	120451
Shinarump 2A	2/06/48	2/14/48	9J	141	297	446	120452
Shinarump 2B	2/06/48	2/14/48	9M	141	297	447	120453
Moe 1	4/21/55	4/26/55	63	533	297	427	120373
Moe 2	4/21/55	4/26/55	63	534	297	428	120374

129 Claims (Seven Mile Area) - All Contiguous



I Jim Butte representative and agent  
for Mineral Mining Co. do hereby assume, accept  
and take full responsibilities for mining, ore  
transport and any related liabilities (ie, reclamation  
M.S.H.A. compliance, etc.) at the Seven Mile mine  
and its associated claims. By doing so I fully  
acknowledge that Minerals Recovery Corp. and/or Bloss  
Bench General Partners Inc. do not have any  
responsibilities or liabilities associated with the  
mining, ore transport and any related activities  
at the Seven Mile Mine as of March 1, 1983.

Signed by: Jim Butte  
date: 4-25-83

witnessed by: Dean Stuckey  
date: 4/25/83

CONFIDENTIAL



February 14, 1983

John Bible  
Power Oil Company  
1502 Esperson Building  
Houston, Texas 77002

Dianna D. Evans  
Minerals Recovery Corporation  
575 Union Blvd., Suite 304  
Lakewood, Colorado 80228

CONFIDENTIAL

CERTIFIED MAIL

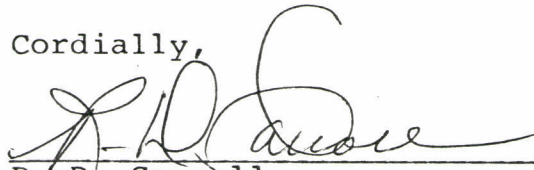
Re: Seven Mile Claims

Dear Mr. Bible and Mrs. Evans:

Reference is made to that letter from Mrs. Evans to Mr. Bible, a copy of which was sent to R. D. Carroll and Ada Joan Harrison, in which the Seven Mile Claims covered by a Purchase Agreement dated January 22, 1976, between Power Oil Company and Carroll and Harrison, were offered to Carroll and Harrison for reassignment.

Please be advised that the undersigned desire to have the claims reassigned to the, subject to the Purchase Agreement.

Cordially,

  
R. D. Carroll

  
Ada Joan Harrison



ANDERSON & ANDERSON  
ATTORNEYS AT LAW  
79 EAST FIRST SOUTH  
P.O. BOX 275  
MONTICELLO, UTAH 84535

TELEPHONE  
(801) 587-2222

May 12, 1983

HOLLAND & HART

CONFIDENTIAL

MAY 16 1983

Jeanine Feriancek  
Attorney at Law  
Holland & Hart  
P. O. Box 8749  
Denver, CO 80201

Re: Seven Mile Claims

Dear Ms. Feriancek:

I acknowledge receipt of your letter of May 9, 1983. You are correct that Minerals Mining Co. has begun mining on the claims under a lease from R. D. Carroll and Ada Joan Harrison. Minerals Mining agreed to obtain all necessary authorization from the State of Utah before commencing mining operations. As far as my clients know, this has been done. We certainly have no objection to notifying the State of Utah that Dolores Bench has ceased mining and Minerals Mining has commenced mining. If you would provide me with the documents showing the exempt status of mining by Dolores Bench, I will recommend to my clients that they assume responsibility for the claims.

The main objection of my clients to the reassignment form submitted by MRC was that it purported to relieve MRC and its assignors from all liabilities under the Purchase Agreement or the assignment thereof. Mr. Carroll and Mrs. Harrison continue to assert that GEUMCO owes them \$77,500.00 under the terms of their assignment. This claim they will not waive. I assume from your letter that your clients have abandoned their position that waiver of that claim is a prerequisite to obtaining a reassignment.

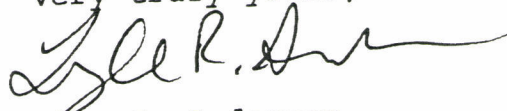
It is our position that the written reassignment is actually nothing more than a confirmation of a reassignment that was effective within ten days after notice of surrender was sent by MRC to my clients. Minerals Mining will therefore continue to mine under our lease. You must be aware that the window of time during which Mr. Carroll and Mrs. Harrison can conduct mining without making further payments to Power Oil Company is very short, and they cannot afford to delay that mining while waiting for agreement on the form of a reassignment instrument.



2  
Line Feriancek  
y 12, 1983

I think we can quite quickly agree on the issue of responsibility with the State of Utah. If you would submit a reassignment with language whereby Mr. Carroll and Mrs. Harrison agree to accept responsibility as successor operators, but omitting any language relieving Dolores Bench of debts, liabilities or obligations under the Purchase Agreement or assignment thereof, I think I can get my clients to approve it.

Very truly yours,



Lyle R. Anderson

LRA:ca

cc: R. D. Carroll  
Ada Joan Harrison

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RELEASE

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This Release, executed on December 27th 1983, by R. D. Carroll and Vee L. Carroll, husband and wife, Colorado residents, and Ada Joan Harrison, a Utah resident (together referred to as "Harrison and Carroll"), is intended to effectuate the extinguishment of obligations as hereafter designated.

Disputes and differences have arisen between Harrison and Carroll and General Electric Company, General Electric Uranium Management Corporation, Dolores Bench Limited Partnership and Minerals Recovery Corporation with regard to whether payments were due and owing to Harrison and Carroll pursuant to a certain Agreement Pertaining to the Assignment of the Seven Mile Claims dated January 22, 1976, as amended, which concerns unpatented mining claims in Grand County, Utah. That Agreement has now terminated, and Harrison and Carroll have agreed to execute this Release in full compromise and settlement of such disputes and differences.

In consideration of the payment by Dolores Bench Limited Partnership and General Electric Company to Harrison and Carroll of the sum of ~~Nine Thousand Dollars~~ (\$9,000), the receipt of which is acknowledged by Harrison and Carroll, Harrison and Carroll hereby relinquish all their legal rights with respect to the above-mentioned disputes and



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AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT is made and entered into by and between DOLORES BENCH LIMITED PARTNERSHIP, a limited partnership formed under the Wisconsin Limited Partnership Act ("Dolores Bench"), and R. D. CARROLL and ADA JOAN HARRISON ("Assignees").

WHEREAS, on January 22, 1976, Power Oil Company ("Power") and Assignees entered into a Purchase Agreement providing for Assignees' purchase of certain unpatented mining claims located in Grand County, Utah, which claims are listed on Exhibit A (the "Seven Mile Claims");

WHEREAS, following a succession of assignments, Dolores Bench succeeded to the interest of Assignees in said Purchase Agreement, as amended, by Assignment dated July 22, 1981.

WHEREAS, Dolores Bench desires to terminate and assign all of its rights and obligations under the Purchase Agreement and in the Seven Mile Claims, and Assignees desire that said Purchase Agreement and Seven Mile Claims be reassigned to them; and

WHEREAS, on April 28, 1983, Power gave its written consent to said reassignment, as required by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dolores Bench hereby assigns, transfers and conveys to Assignees all of its right, title and interest in and under said Purchase Agreement, as amended, and all of its right, title and interest in the Seven Mile Claims.

Assignees agree that they will undertake, assume, and discharge all the terms, covenants, agreements, commitments and conditions to pay when due under the Purchase Agreement,



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as amended, and under any other agreements and assignments pertaining to the Seven Mile Claims, and will discharge

Dolores Bench of all such obligations accruing on and after the effective date of this Assignment. Assignees also agree that they or their agents will assume responsibility and liability, as successor operator, for all necessary permits and reclamation concerning mining activities conducted on the Seven Mile Claims on or after the effective date of this Assignment.

This Assignment is made without warranties, either express or implied.

SIGNED this 15 day of June, 1983, but effective as of the 28th day of February, 1983.

ATTEST:

DOLORES BENCH LIMITED PARTNERSHIP, a Wisconsin Limited Partnership

R H Kuntz

By: Dolores Bench General Partner, Inc., General Partner

By: E. R. Mathews  
E. R. Mathews  
Vice President

R. D. Carroll  
R. D. CARROLL

Ada Joan Harrison  
ADA JOAN HARRISON

STATE OF WISCONSIN )  
COUNTY OF BROWN ) ss.

On the 15th day of June, 1983, personally appeared before me E. R. Mathews, who being by me duly sworn, did say that he is Vice President of Dolores Bench General Partner, Inc., the general partner of Dolores Bench Limited Partnership, and that said instrument was signed in behalf of said limited partnership by authority of a resolution of the board of directors of the general partner of the limited partnership.



My commission expires: 7/1/84 1985.

Witness my hand and official seal.

William M. Fox  
Notary Public

2811 (Timber) Ln  
1400, Bldg. 1112 54363  
Address

STATE OF UTAH )  
COUNTY OF SAN JUAN ) ss.

On the 1st day of June, 1983, personally appeared before me R. D. Carroll, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires: March 26, 1985.

Witness my hand and official seal.

Lyle R. Andersen  
Notary Public

Monticello, Utah  
Address

STATE OF UTAH )  
COUNTY OF SAN JUAN ) ss.

On the 1st day of June, 1983, personally appeared before me Ada Joan Harrison, the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires: March 26, 1985.

Witness my hand and official seal.

Lyle R. Andersen  
Notary Public

Monticello, Utah  
Address



## Exhibit A

## SEVEN MILE, Grand County, Utah

<u>Name of Claim</u>	<u>Location Notice:</u>		<u>BLM Number</u>
	<u>Book</u>	<u>Page</u>	
South Fork 39	199	140	UMC 120438
South Fork 40	309	392	120439
South Fork 41	199	141	120440
South Fork 42	199	143	120441
South Fork 43	303	17	120442
South Fork 44	303	18	120443
South Fork 45	303	19	120444
South Fork 46	303	20	120445
South Fork 47	303	21	120446
Star 4	297	441	120447
Star 5	297	442	120448
Shinrump 1	297	443	120449
Shinrump 1B	297	444	120450
Shinrump 2	297	445	120451
Shinrump 2A	297	446	120452
Shinrump 2B	297	447	120453
Azurite 1	297	388	120325
Azurite 1A	297	389	120326
Big Cut 1	302	590	120327
Big Cut 1A	302	591	120328
Big Cut 2	302	592	120329
Big Cut 3	302	593	120330
Big Cut 4	302	594	120331
Big Cut 5	302	595	120332
Big Cut 6	165	151	120333
Big Cut 7	165	152	120334
Copper 1	297	390	120335
Copper 1A	297	391	120336
Copper 1 B	297	392	120337
Copper 2	297	939	120338
Copper 2A	297	394	120339
Copper 2B	297	395	120340
Copper 3	297	396	120341
Copper 3A	297	397	120342
Copper 3B	297	398	120343
Copper 3C	297	399	120344
Copper 4	297	400	120345
Copper 4A	297	401	120346
Copper 5	297	402	120347
Copper 6	297	403	120348
Copper 7	297	404	120349
Copper 21	297	405	120350
Copper 22	297	406	120351
Copper King 1	297	407	120352
Copper King 1A	297	408	120353
Copper King 1B	297	409	120354
Copper King 2	297	410	120355
Copper King 2A	297	411	120356
Copper King 2B	297	412	120357
Copper King 3	297	413	120358
Copper King 4	297	414	120359
Copper King 5	297	415	120360
Copper King 6	297	416	120361
Copper King 7	297	417	120362
Copper King 8	297	418	120363
Copper King 9	297	419	120364
Copper King 10	297	420	120365
Copper King 11	297	421	120366



## SEVEN MILE (cont.)

<u>Name of Claim</u>	<u>Location Notice:</u>		<u>BLM Number</u>
	<u>Book</u>	<u>Page</u>	
Green Dragon	297	422	UMC 120367
Green Dragon 1	297	423	120368
Green Dragon 2	155	215	120369
Lyon 1	297	424	120370
Lyon 1A	297	425	120371
Lyon 1B	297	426	120372
Moe 1	297	427	120373
Moe 2	297	428	120374
Protection 1	297	429	120375
Protection 2	297	430	120376
Protection 3	297	431	120377
Protection 4	297	432	120378
Protection 5	297	433	120379
Protection Fraction 1	163	148	120380
Protection Fraction 2	163	149	120381
Power 1	297	434	120382
Power 2	297	435	120383
Power 3	297	436	120384
Power 4	297	437	120385
Power 5	297	438	120386
Power 6	297	439	120387
Seven Mile 1	14	272	120388
Seven Mile 2	14	273	120389
Seven Mile 3	14	274	120390
Seven Mile 4	297	440	120391
Seven Mile 5	14	275	120392
Seven Mile 6	14	276	120393
Seven Mile 7	14	277	120394
Seven Mile 8	14	278	120395
Seven Mile 9	14	279	120396
Seven Mile 10	14	280	120397
Seven Mile 11	14	281	120398
Seven Mile 12	14	282	120399
South Fork 1	14	264	120400
South Fork 2	14	265	120401
South Fork 3	14	266	120402
South Fork 4	14	267	120403
South Fork 5	14	268	120404
South Fork 6	14	269	120405
South Fork 7	14	270	120406
South Fork 8	14	271	120407
South Fork 9	141	449	120408
South Fork 10	141	450	120409
South Fork 11	141	451	120410
South Fork 12	185	384	120411
South Fork 13	185	385	120412
South Fork 14	302	596	120413
South Fork 15	302	597	120414
South Fork 16	302	598	120415
South Fork 17	302	599	120416
South Fork 18	302	600	120417
South Fork 19	303	1	120418
South Fork 20	303	2	120419
South Fork 21	303	3	120420
South Fork 22	303	4	120421
South Fork 23	303	5	120422
South Fork 24	303	6	120423
South Fork 25	303	7	120425
South Fork 26	303	8	120425
South Fork 27	303	9	120426
South Fork 28	303	10	120427
South Fork 29	303	11	120428
South Fork 30	303	12	120429



SEVEN MILE, (cont)

<u>Name of Claim</u>	<u>Location Notice:</u>		<u>BLM Number</u>
	<u>Book</u>	<u>Page</u>	
South Fork 31	303	13	UMC 120430
South Fork 32	303	14	120431
South Fork 33	303	15	120432
South Fork 34	303	16	120433
South Fork 35	185	407	120434
South Fork 36	185	408	120435
South Fork 37	185	409	120436
South Fork 38	185	410	120437



entry No. 404845  
 Received 8-15-84 1042  
 Pl. 564 Pg. 145 Fee 712  
 City & County Recorder  
Lt. Col. Dan Landis  
 Recorder of Grand County

JOHN L. BIBLE, being duly sworn on oath, deposes and says that:

2. The claims have been duly located under the laws of the United States, and of the State of UTAH, and this Affidavit is made in conformity with those laws, and the applicable rules and regulations, and filed for record with the Clerk of the county in which the claims are located as authorized by the UTAH STATE CODE ANNOTATED § 40-5-1 as amended.

4. More than 30 days of work was done for the benefit of the claims.

6. The labor was performed and the improvements made between the 1st day of September 1983 and the 24th day of May, 1984.

8. When work was done for a group of claims at one point, a notice was posted upon each claim at the discovery monument stating where such work was being done, and also a notice was posted at the entrance of the workings where such work was done as required by UTAH STATE CODE ANNOTATED § 40-5-1.

10. EXHIBIT "A" attached hereto becomes a part of this Affidavit.

John L. Biber, Vice-President

On the 8th day of August, 1984, personally appeared before me JOHN L. BIBLE, who being by me duly sworn did say that he is the agent of POWER OIL COMPANY, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said JOHN L. BIBLE acknowledged to me that said corporation executed the same.

*Nettie M. Edwards* **NETTIE M. EDWARDS**  
**NOTARY PUBLIC IN AND FOR THE STATE OF TE**  
 Residing In: Houston, Texas  
 My Commission expires 8-15-1984



## EXHIBIT "A"

NAME OF CLAIM	DATE LOCATED	RECORDED	BOOK	PAGE	AMP BOOK	AGE	BLM NUMBER
Copper King 1	3/23/48	4/06/48	9J	152	297	407	120352
Copper King 1A	6/16/49	6/16/49	9J	261	297	408	120353
Copper King 1B	6/16/49	6/16/49			297	409	120354
Copper King 2	3/23/48	4/06/48	9J	153	297	410	120355
Copper King 2A	3/23/48	4/06/48	9J	153	297	411	120356
Copper King 2B	3/23/48	4/06/48	9J	153	297	412	120357
Copper King 3	3/23/48	4/06/48	9J	153	297	413	120358
Copper King 4	3/26/48	4/06/48	9J	153	297	414	120359
Copper King 5	6/15/49	6/16/49	9J	261	297	415	120360
Copper King 6	1/16/67	2/14/67	141	443	297	416	120361
Copper King 7	1/16/67	2/14/67	141	444	297	417	120362
Copper King 8	1/16/67	2/14/67	141	446	297	418	120363
Copper King 9	1/16/67	2/14/67	141	445	297	419	120364
Copper King 10	1/16/67	2/14/67	141	447	297	420	120365
Copper King 11	1/16/67	2/14/67	141	448	297	421	120366
Copper 1	3/11/48	4/06/48	9J	153	297	390	120335
Copper 1A	3/11/48	4/06/48	9J	153	297	391	120336
Copper 1B	3/11/48	4/06/48	9J	153	297	392	120337
Copper 2	3/11/48	4/06/48	9J	154	297	393	120338
Copper 2A	3/11/48	4/06/48	9J	154	297	394	120339
Copper 2B	3/11/48	4/06/48	9J	154	297	395	120340
Copper 3	3/11/48	4/06/48	9J	154	297	396	120341
Copper 3A	3/11/48	4/06/48	9J	154	297	397	120342
Copper 3B	3/11/48	4/06/48	9J	154	297	398	120343
Copper 3C	3/11/48	4/06/48			297	399	120344
Copper 4	3/11/48	4/06/48	9J	154	297	400	120345
Copper 4A	3/11/48	4/06/48	9J	154	297	401	120346
Copper 5	3/21/48	4/06/48	9J	154	297	402	120347
Copper 6	3/21/48	4/06/48	9J	155	297	403	120348
Copper 7	3/21/48	4/06/48	9J	155	297	404	120349
Copper 21	3/01/67	3/29/67	143	513	297	405	120350
Copper 22	6/10/68	7/10/68	165	157	297	406	120351
Lyon 1	3/01/67	3/29/67	143	514	297	424	120370
Lyon 1A	6/10/68	7/10/68	165	154	297	425	120371
Lyon 1B	6/10/68	7/10/68	165	155	297	426	120372
Green Dragon	3/26/48	4/06/48	9J	155	297	422	120367
Green Dragon 1	12/14/67	1/12/68	155	214	297	423	120368
Green Dragon 2	12/14/67	1/12/68	155	215			120369
Star 4	1/16/67	2/14/67	141	455	297	441	120447
Star 5	1/16/67	3/29/67	143	509	297	449	120448
Protection 1	4/12/67	4/14/67	144	19	297	429	120375
Protection 2	4/12/67	4/14/67	144	20	297	430	120376
Protection 3	4/12/67	4/14/67	144	21	297	431	120377
Protection 4	4/12/67	4/14/67	144	22	297	432	120378
Protection 5	4/12/67	4/14/67	144	23	297	433	120379
Protection Fraction 1	5/01/68	5/22/68	163	148			120380
Protection Fraction 2	5/01/68	5/22/68	163	149			120381
Big Cut 1	6/10/68	7/10/68	165	146	302	591	120327
Big Cut 1A	6/10/68	7/10/68	165	145	302	590	120328
Big Cut 2	6/10/68	7/10/68	165	147	302	592	120329
Big Cut 3	6/10/68	7/10/68	165	148	302	593	120330
Big Cut 4	6/10/68	7/10/68	165	149	302	594	120331
Big Cut 5	6/10/68	7/10/68	165	150	302	595	120332
Big Cut 6	6/10/68	7/10/68	165	151			120333
Big Cut 7	6/10/68	7/10/68	165	152			120334
7 Mile 1	7/07/51	7/23/51	9K	142	14	272	120388
7 Mile 2	7/07/51	7/23/51	9K	142	14	273	120389
7 Mile 3	7/07/51	7/23/51	9K	143	14	274	120390
7 Mile 4					297	440	120391
7 Mile 5	3/23/52	3/24/52	9L	337	14	275	120392
7 Mile 6	3/23/52	3/24/52	9L	338	14	276	120393
7 Mile 7	3/23/52	3/24/52	9L	339	14	277	120394
7 Mile 8	3/23/52	3/24/52	9L	340	14	278	120395
7 Mile 9	3/23/52	3/24/52	9L	341	14	279	120396
7 Mile 10	3/23/52	3/24/52	9L	342	14	280	120397
7 Mile 11	3/23/52	3/24/52	9L	343	14	281	120398
7 Mile 12	3/23/52	3/24/52	9L	344	14	282	120399



	<u>DATE OF LOCATION</u>	<u>RECORDED</u>	<u>BOOK</u>	<u>PAGE</u>	<u>AMENDED</u>		<u>UMC BLM NUMBER</u>
					<u>BOOK</u>	<u>PAGE</u>	
South Fork 1	6/24/51	6/23/51	9K	143	14	264	120400
South Fork 2	7/07/51	7/23/51	9K	143	14	265	120401
South Fork 3	7/07/51	7/23/51	9K	143	14	266	120402
South Fork 4	7/07/51	7/23/51	9K	144	14	267	120403
South Fork 5	7/07/51	7/23/51	9K	144	14	268	120404
South Fork 6	7/07/51	7/23/51	9K	144	14	269	120405
South Fork 7	7/07/51	7/23/51	9K	144	14	270	120406
South Fork 8	7/07/51	7/23/51	9K	145	14	271	120407
South Fork 9	1/16/67	2/14/67	141	449			120408
South Fork 10	1/16/67	2/14/67	141	450			120409
South Fork 11	1/16/67	2/14/67	141	451			120410
South Fork 12	7/26/70	8/05/70	185	384			120411
South Fork 13	7/26/70	8/05/70	185	385			120412
South Fork 14	7/26/70	8/05/70	185	386	302	596	120413
South Fork 15	7/26/70	8/05/70	185	387	302	597	120414
South Fork 16	7/26/70	8/05/70	185	388	302	598	120415
South Fork 17	7/26/70	8/05/70	185	389	302	599	120416
South Fork 18	7/26/70	8/05/70	185	390	302	600	120417
South Fork 19	7/26/70	8/05/70	185	391	303	1	120418
South Fork 20	7/26/70	8/05/70	185	392	303	2	120419
South Fork 21	7/26/70	8/05/70	185	393	303	3	120420
South Fork 22	7/26/70	8/05/70	185	394	303	4	120421
South Fork 23	7/26/70	8/05/70	185	395	303	5	120422
South Fork 24	7/27/70	8/05/70	185	396	303	6	120423
South Fork 25	7/27/70	8/05/70	185	397	303	7	120424
South Fork 26	7/27/70	8/05/70	185	398	303	8	120425
South Fork 27	7/27/70	8/05/70	185	399	303	9	120426
South Fork 28	7/27/70	8/05/70	185	400	303	10	120427
South Fork 29	7/27/70	8/05/70	185	401	303	11	120428
South Fork 30	7/27/70	8/05/70	185	402	303	12	120429
South Fork 31	7/27/70	8/05/70	185	403	303	13	120430
South Fork 32	7/27/70	8/05/70	185	404	303	14	120431
South Fork 33	7/27/70	8/05/70	185	405	303	15	120432
South Fork 34	7/27/70	8/05/70	185	406	303	16	120433
South Fork 35	7/28/70	8/05/70	185	407			120434
South Fork 36	7/27/70	8/05/70	185	408			120435
South Fork 37	7/28/70	8/05/70	185	409			120436
South Fork 38	7/27/70	8/05/70	185	410			120437
South Fork 39	9/02/72	9/21/72	199	140			120438
South Fork 40	9/02/72	9/21/72	199	141	309	392	120439
South Fork 41	9/02/72	9/21/72	199	142			120440
South Fork 42	9/02/72	9/21/72	199	143			120441
South Fork 43	9/02/72	9/21/72	199	144	303	17	120442
South Fork 44	9/02/72	9/21/72	199	145	303	18	120443
South Fork 45	9/02/72	9/21/72	199	146	303	19	120444
South Fork 46	9/02/72	9/21/72	199	147	303	20	120445
South Fork 47	9/02/72	9/21/72	199	148	303	21	120446
Power 1	6/14/68	7/10/68	165	138	297	434	120382
Power 2	6/14/68	7/10/68	165	139	297	435	120383
Power 3	6/14/68	7/10/68	165	140	297	436	120384
Power 4	6/14/68	7/10/68	165	141	297	437	120385
Power 5	6/14/68	7/10/68	165	142	297	438	120386
Power 6	6/14/68	7/10/68	165	143	297	439	120387
Azurite 1	3/26/48	4/05/48	9J	152	297	388	120325
Azurite 1A	6/10/68	7/10/68	165	153	297	389	120326
Shinarump 1	2/06/48	2/18/48	9J	140	297	443	120449
Shinarump 1B	2/08/48	2/14/48	9J	141	297	444	120450
Shinarump 2	2/06/48	2/18/48	9J	141	297	445	120451
Shinarump 2A	2/06/48	2/14/48	9J	141	297	446	120452
Shinarump 2B	2/06/48	2/14/48	9M	141	297	447	120453
Moe 1	4/21/55	4/26/55	63	533	297	427	120373
Moe 2	4/21/55	4/26/55	63	534	297	428	120374

129 Claims (Seven Mile Area) - All Contiguous